

IN THE HIGH COURT OF JUDICATURE AT BOMBAY

O.O.C.J.

CONTEMPT PETITION NO.11 OF 2007

IN

NOTICE OF MOTION NO.2305 OF 2006

IN

SUIT NO.2059 OF 2006

...

Satpal Jain ...Petitioner

v/s.

Glasstech Industries

(I) Pvt.Ltd. ...Contemnor

and

Cunningham Lindsey

International Pvt.Ltd. ...Respondents

...

Mr.B.H.Vyas for the Petitioner.

Mr.D.H.Mehta for the Contemnor.

...

CORAM: D.K.DESHMUKH, J.

DATED: 5TH MARCH, 2007

P.C.:

By this petition the petitioner alleges that the Respondent has willfully violated the order passed by this court dated 19-9-2003. By that order the court had granted ad-interim order in terms of prayer clause (b) restraining the Defendants from dealing with and disposing of the suit goods i.e. the flood glass admeasuring 6475 sq.mtrs. and reflective glass admeasuring 95294 sq.mtrs. lying in the godown of the Respondent at L-113, MIDC, Taloja, Industrial Area, District: Raigad, Maharashtra.

2. According to the Petitioner inventory of those goods was made and those goods have been sold by the Respondent contrary to the order by invoices which are at Annexures C & D to the petition.

3. I have gone through the inventory which was prepared by the Receiver as also the invoices at Exh.C & D. Comparison of the inventory with the invoices C & D does not conclusively establish that by the invoices at Exh.C & D the goods which were

included in the inventory have been sold and therefore, in my opinion, it cannot be said that by selling the goods by invoices at Exh.C & D, the Respondents have willfully violated the ad-interim order made by the Court. Contempt petition is, therefore, disposed of.

...